

State of Vermont

Buildings and General Services
Reference/Research General Svs Ctr
US Rt 2 Drawer 33
Middlesex VT 05633-7601
USA

CONTRACT



Vendor ID 0000167378
New England Quality Service Inc
DBA Earth Waste Systems
49 Wales St Ste 1
PO Box 68
Rutland VT 05702
USA
Phone #: 802-775-7722

Contract ID 0000000000000000000013783		Page 1 of 4
Contract Dates 08/18/2008 to 08/18/2010		Origin CP
Description: SCRAP METAL REMOVAL SRVCS		Contract Maximum \$0.00
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		SCRAP METAL REMOVAL SERVICES	EA	0.01000	0.00	0.00
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CONTRACTOR WILL REBATE CUSTOMER 64.1% OF AMM INDEX POSTING FOR THE BOSTON EXPORT YARD BUYING PRICE FOR MIXED AND UNSORTED SCRAP IRON AND STEEL, #2, HEAVY MELT PRICE FOR SCRAP METAL REMOVED FROM SITE.

THERE ARE NO CHARGES TO THE STATE OF VERMONT FOR HAULING OR CONTAINERS.

2		ALUMINUM SCRAP METAL REMOVAL SERVICES	EA	0.01000	0.00	0.00
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CONTRACTOR WILL REBATE CUSTOMER 105% OF AMM INDEX POSTING FOR THE BOSTON CONSUMER BUYING PRICES FOR ALUMINUM MIXE CLIPS, LOW SIDE PRICE FOR SCRAP ALUMINUM REMOVED FROM SITE.

THERE ARE NO CHARGES TO THE STATE OF VERMONT FOR HAULING OR CONTAINERS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE SCRAP METAL REMOVAL SERVICES TO VARIOUS STATE AGENCIES WITHIN VERMONT.

CONTRACT PERIOD: AUGUST 18, 2008 - AUGUST 18, 2010, WITH OPTION TO RENEW FOR TWO ONE YEAR PERIODS.

CONTRACTOR RESPONSIBILITIES:

- 1). SCRAP METAL WILL BE MIXED AND UNSORTED WHEN COLLECTED
- 2). CONTRACTOR WILL PROVIDE AT A MINIMUM, A 20 CY ROLL-OFF BIN FOR THE COLLECTION OF SCRAP METAL, AT NO CHARGE TO THE CUSTOMER.
- 3). CONTRACTOR WILL PROVIDE, UPON REQUEST, A SEPARATE BIN FOR ALUMINUM SCRAP, AT NO CHARGE TO THE CUSTOMER.
- 4). CONTRACTOR WILL PICKUP BIN WITHIN ONE WEEK OF NOTIFICATION BY THE CUSTOMER.
- 5). CONTRACTOR WILL REPLACE FULL BIN WITH EMPTY BIN UPON PICKUP
- 6). CONTRACTOR WILL DISPOSE OF SCRAP METAL AND PAY THE CUSTOMER A PERCENTAGE OF SCRAP METAL REVENUE GENERATED AS SPECIFIED IN THIS CONTRACT, BASED ON THE AMM INDEX POSTING PRICING FOR THE DATE OF PICKUP FOR SCRAP METAL REMOVED FROM SITE.
- 7). CONTRACTOR WILL INCLUDE A STATEMENT OF HAULING AND A COPY OF THE AMM INDEX POSTING FOR THE DATE OF PICKUP WITH THE PAYMENT TO THE CUSTOMER.
- 8). PAYMENT TO CUSTOMER IS TO BE MADE WITHIN THIRTY DAYS OF THE DATE OF SCRAP METAL REMOVAL FROM CUSTOMER'S SITE.
- 9). CONTRACTOR SHALL DISPOSE OF SCRAP METAL IN ACCORDANCE WITH ALL FEDERAL AND STATE LAWS.
- 10). CONTRACTOR SHALL POSSESS A VALID SOLID WASTE TRANSPORTER PERMIT IN ACCORDANCE WITH 10 V.S.A. '6607
- 11). CONTRACTOR SHALL MAINTAIN SUFFICIENT NUMBER OF METAL COLLECTION BINS TO MEET SERVICE REQUESTS.

CONTRACTOR SHALL PROVIDE THE MANAGEMENT, SUPERVISION, EQUIPMENT AND COLLECTION UNITS NECESSARY FOR THE REMOVAL, DISPOSAL AND SALE OF SCRAP METAL AT VARIOUS LOCATIONS WITHIN THE STATE OF VERMONT.

BEFORE PROVIDING EQUIPMENT, SUPPLIES AND/OR SERVICES, CONTRACTOR MUST RECEIVE PROPER AUTHORIZATION FROM CUSTOMER IN WRITING.

VENDOR CONTACT INFORMATION:
SHARON HERBERT
OPERATIONS MANAGER

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TEL: 802-775-7722						
FAX: 802-786-9070						
EMAIL: SHERBERT@EARTHWASTESYSTEMS.COM						

PROHIBITED ITEMS:

- 1). BATTERIES OR PIECES OF BATTERIES (INCLUDING BATTERY TERMINAL CONNECTORS).
- 2). GAS TANKS, PROPANE BOTTLES, AIR BAG CANISTERS, OR GAS CYLINDERS.
- 3). TIRES.
- 4). ANY CANS OR OTHER CONTAINERS CONTAINING OIL, BRAKE FLUID, ANTIFREEZE, LEAD ADDITIVES OR OTHER FLUIDS.
- 5). GARBAGE, RAGS, PAPER AND OTHER DEBRIS.
- 6). FLUORESCENT LIGHT BALLASTS, CAPACITORS, WET OR DRY TRANSFORMERS, OR ANY OTHER MATERIALS WHICH MAY CONTAIN PCB's.
- 7). REFRIGERANTS, INCLUDING BUT NOT LIMITED TO CHLOROFLUOROCARBONS (CFCs) AND HYDROCHLOROFLUOROCARBONS (HCFCs), (REFRIGERANTS MUST BE PROPERLY RECOVERED, NOT VENTED).
- 8). ANY RADIOACTIVE MATERIAL OR RADIOACTIVE CONTAINMENT MATERIALS.
- 9) 55 GALLON DRUMS MUST HAVE ONE END REMOVED AND NO RESIDUE.
- 10). CABLE
- 11). MERCURY

IF PROHIBITED ITEMS ARE NOT REMOVED, THE LOAD WILL BE REJECTED AND THE APPROPRIATE REGULATORY AGENCY MAY BE NOTIFIED.

REBATE PAYMENT PACKAGE SHALL INCLUDE:

REBATE PACKAGE SHALL BE DONE ON THE BASIS OF EACH PICK UP COMPLETED.
REBATE CHECK (ALL PAYMENTS SHALL BE MADE BY COMPANY OR BANK CHECK, NO CASH).
WEIGH SLIPS FOR EACH COMMODITY WEIGHED (STATEMENT OF HAULING).
STATEMENT ON COMPANY LETTERHEAD CLEARLY SHOWING THE QUANTITY IN GROSS TONS OR LBS, #2 BUNDLE OR ALUMINUM.
STATEMENT WILL ALSO SHOW ANY MISCELLANEOUS ITEMS PICKED UP (I.E. FREON APPLIANCE) AND THE FEE CHARGED OR THE REBATE GIVEN ON BEHALF OF THE ITEM.
DATE, STATE AGENCY AND PHYSICAL LOCATION WHERE THE PICK UP WAS LOCATED.
CONTRACT PRICE PER GT OR LB (DEPENDING ON COMMODITY) FOR REBATE.
A COPY OF THE AMM INDEX POSTINGS FOR THE DATE OF PICK UP AND ALL RELATIVE COMMODITIES TO SUPPORT THE TRANSACTION VALUE.
GROSS, TARE AND NET WEIGHTS.
ADJUSTMENT/REASON.
DESCRIPTION OF ITEMIZED ITEM PICKED UP (I.E. CARS).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: BEFORE PROVIDING EQUIPMENT, SUPPLIES AND/OR SERVICES THE CONTRACTOR MUST RECEIVE A PROPERLY AUTHORIZED PURCHASE ORDER FROM THE CUSTOMER. CUSTOMER'S PURCHASE ORDER WILL SPECIFY PERIOD OF SERVICE REQUESTED, NOT TO EXCEED THE CONTRACT DURATION.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____